

**REMARKS/ARGUMENTS**

This Amendment is in response to the Office Action mailed February 6, 2008, in which the Examiner rejected claims 19-35 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,950,179 ("**Buchanan**"), in view of U.S. Patent No. 6,324,524 ("**Lent**").

By the present Amendment, claims 19 and 27 have been amended. Claims 21 and 22 have been cancelled.

Claim 19 now recites that the credit accounts being managed "are fully established by a executing a batch process at a designated time in a processing cycle " and that "the batch process establishes parameters for the accounts in order to enable fraud monitoring and prevention measures for the accounts."

Applicant's invention is for the purpose of managing new credit accounts for fraudulent activity, when the accounts have been opened on a real-time basis. As explained in the Specification, such accounts have transactions processed using batch processing, with the batch processing executed at designated times, and with the batch processing required to fully establish the account. Fraud prevention features are enabled for the new account during batch processing by populating or establishing information or parameters for the account. Until the batch processing takes place and the account is fully established, the new account is vulnerable to fraud (see e.g., Specification, paragraph 10).

Thus Applicant's invention, as embodied in claim 19, includes, among other things, the steps of approving and opening a new credit account in real-time, and upon opening the new account, applying restrictions to the new account in real-time in order to minimize fraudulent activities until the account is fully established by executing the batch process.

**Buchanan**, the principal reference relied upon, discloses a system for issuing an advance credit card to a customer that has agreed to make a security deposit (for a secured credit card account). Since the customer has not made the actual security deposit, the card is subject to a modest credit limit and a limited term (say three months), and is deemed "unfulfilled." The unfulfilled account may be closed if the limited term expires, and the customer has not used the card and not made the deposit, or if the customer is delinquent or in default. The credit limit is

increased once the security deposit is made. The system is not designed to prevent fraudulent activities, but rather is designed to minimize risk from customers without a sufficient creditworthiness (see col. 1, lines 17-28 and lines 65-67; col. 2, lines 51-56; col. 3, lines 25-30; and col. 5, lines 10-18).

While the advance card is subject to lower credit limits and a limited term, those conditions are not predicated on "fraud monitoring and prevention measures" being enabled "until the new credit account is fully established by executing the batch process," as recited in amended claim 19.

Accordingly, claim 19 (and independent claim 27 which recites similar subject matter) is believed distinguishable from **Buchanan** (either alone or as combined with **Lent**). Claims 22-26 recite limitations in addition to those of their respective parent claims 19 and 27, and are thus believed allowable for at least the same reasons as stated above.

### CONCLUSION

In view of the foregoing, Applicant believes all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 303-571-4000.

Respectfully submitted,

/Stephen F. Jewett/  
Stephen F. Jewett  
Reg. No. 27,565

TOWNSEND and TOWNSEND and CREW LLP  
Two Embarcadero Center, Eighth Floor  
San Francisco, California 94111-3834  
Tel: 303-571-4000  
Fax: 415-576-0300  
SFJ:bhr  
61350992 v1